



Suzanne Henderson

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Electronically Recorded
Chesapeake Operating, Inc.

AMENDMENT TO OIL AND GAS LEASE**L0233600**

Reference is hereby made to that certain Oil and Gas Lease (hereinafter referred to as the "Lease") dated the 25 day of NOVEMBER 2006, by and between Charles Wilson, and wife, Joni Wilson, as Lessor, and Dale Resources, L.L.C. as Lessee, whose address is 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, which lease is recorded by Paid Up Oil and Gas Lease in Document Number D207016295 in the Public Records of Tarrant County, Texas covering the following described land in Tarrant County, Texas, to wit:

0.23 acres of land, more or less, being Block 7, Lot 19, of the Woodland Springs Addition, an addition to the City of Arlington, Texas, being more particularly described by metes and bounds, in that certain Plat recorded in Volume 388-203, Page 52, of the Plat records of Tarrant County, Texas.

Whereas the Lease was subsequently assigned to Chesapeake Exploration Limited Partnership, whose successor in interest is Chesapeake Exploration, L.L.C., and whose address in P.O. Box 18496, Oklahoma City, OK 73118 ("Assignee")

Whereas it is the desire of the parties to amend the Primary Term of said Lease.

Now Therefore, the undersigned do hereby delete all references to three (3) in paragraph 2 of said Lease and in its place to hereby insert four (4) so that the primary term of the lease is four (4) years.

Additionally, the undersigned do hereby insert the following paragraph 19 to said lease stating "It is agreed between the Lessor and Lessee that, notwithstanding any language herein to the contrary, all oil, gas or other proceeds accruing to the Lessor under this lease or by state law shall be without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and marketing the oil, gas and other products produced hereunder to transform the product into marketable form; however, any such costs incurred on an unaffiliated interstate or intrastate gas pipeline which result in enhancing the value of the marketable oil, gas or other products to receive a better price may be deducted from Lessor's share of production so long as they are based on Lessee's actual cost of such enhancements. In no event shall Lessor receive a price that is less than, or more than, the price received by Lessee."

Furthermore, the undersigned do hereby ratify, adopt and confirm said Lease as hereby amended, as a valid and subsisting Lease and the undersigned Lessor does hereby grant, demise, lease and let unto Chesapeake Exploration, L.L.C., the present owner of said Lease, the premises described above, subject to and in accordance with all of the terms and provisions of said Lease as hereby amended.

This agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors, and assigns.

EXECUTED the 29 day of JULY, 2009, but for all purposes effective as of November 25, 2006.

LESSOR

Charles Wilson

Joni Wilson

By: Charles Wilson

By: Joni Wilson

THE STATE OF TEXAS

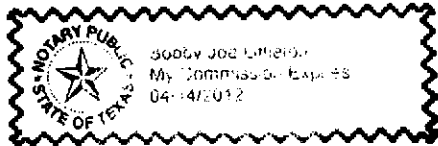
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COUNTY OF TARRANT

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This instrument was acknowledged before me on the 29 day of JULY,
2009, by CHARLES WILSON AND JONI WILSON



Notary Public, State of Texas

BOBBY JOE LITTLETON
(printed name)

(Stamp/Printed Name of Notary
and Date Commission Expires)

ASSIGNEE

Chesapeake Exploration, L.L.C.,
an Oklahoma limited liability company

By:

[Signature]
Henry J. Hood, Sr. Vice President—Land
and Legal and General Counsel [Signature]

THE STATE OF Oklahoma §
COUNTY OF Oklahoma §

This instrument was acknowledged before me on the 25th day of August, 2009, by Henry J. Hood, Executive Sr. Vice President—Land and Legal and General Counsel of Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, as the act and deed of such limited liability company on behalf of said limited liability company.

Elizabeth Christian

Notary Public, State of OK

Elizabeth Christian
(printed name)



(Stamp/Printed Name of Notary
and Date Commission Expires)

Record & Return to:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154